



Pend Oreille County

Board of Commissioners

John Gentle
District #1

Robert Rosencrantz
District #2

Brian Smiley
District #3

Crystal Zieske
Clerk of the Board

Phone: 509-447-4119
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PO Box 5025
Newport, WA 99156-5025

Email: commissionersoffice@pendoreille.org

The County Commissioners hold regular meetings at the county seat to transact business required or permitted by law (RCW 36.32.080) and are open to the public. If you require any reasonable accommodation to participate in the Commissioners' meeting, contact the Clerk of the Board 48 hours prior to the meeting.

TENTATIVE AGENDA

MONDAY, APRIL 22, 2024

9:00a.m. Call to Order-Members Present-Flag Salute-Invocation-Commissioner Reports-Consent Agenda: *Agenda, Minutes, Financial Report, Voucher Approval, Working File –Payroll Change Notices, Interagency Agreement-Weed Board and Department of Agriculture, Advertise & Hire: Mental Health Professional,*

10:30a.m. Jill Shacklett-*Financial Update*

11:00a.m.

11:30a.m.

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**12:00 – 1:15 p.m. - Recess for Lunch**  
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1:30p.m.

2:00p.m. Brenda Miller-*HR Update*

2:30p.m. Freedom Fest Potential Resolution

3:00p.m. Executive Session-*RCW42.30.110(1)(i) Pending Litigation*

3:30p.m. Dolly Hunt-*Prosecutor's Legal Update*

4:00p.m. Public Comment

TUESDAY, APRIL 23, 2024

9:00a.m.

9:15a.m. Craig Jackson-*Public Works Update: Advertise & Hire: ER&R Mechanic, 2024 Maintenance Gravel Awards-Peak Sand & Gravel, Newport Equipment Enterprises, Riverside Concrete, WM Winkler Company, and Versatile Industries*

10:30a.m. Kris Martin-*Counseling Update*

11:00a.m.

11:30a.m. Bid Opening-*2024 Pavement Preservation Program Oil*

11:45a.m. Bid Opening-*2024 Pavement Preservation Program HMA*

TUESDAY, APRIL 23, 2024 continued

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**12:00 – 1:15 p.m. - Recess for Lunch**  
~~~~~

1:30p.m.

2:00p.m. Economic Development Contract-*POVA*

2:30p.m.

3:00p.m. Commissioners' Mission Statement Workshop

4:00p.m.

.....
One or more Commissioners may attend any of the following meetings/events (times and locations subject to change and need to be verified with that organization):

MONDAY, APRIL 22, 2024

TUESDAY, APRIL 23, 2024

WEDNESDAY, APRIL 24, 2024

11:00a.m.-NEW RTPO TAC, Colville

1:00p.m.-TEDD, Colville

THURSDAY, APRIL 25, 2024

10:00a.m.-Martin Hall Board, Medical Lake

10:00a.m.-WCRP "A Supervisor's Roadmap to Employment Law Essentials," Commissioners' Meeting Room

3:00p.m.-POC Opioid Abatement Task Force, NHHS Sandifur Room

FRIDAY, APRIL 26, 2024

11:00a.m.-"Together We Can: A Community Conversation on Fentanyl," Camas Center

Zoom Meeting Info:

<https://zoom.us/j/5094474119>;

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBJECT: Advertise and hire Mental Health Professional

SUBMITTED BY: Kris Martin

AGENDA: 04-22-2024

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: _____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials)	ATTACHMENTS: Mental Health Professional job description	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Request to advertise and hire a Mental Health Professional, Steps 1-3 DOE, plus sign on bonus of \$3,000.00

DISCUSSION: A Mental Health Professional (MHP) within the Agency has accepted the position of Day DCR-Primary, creating a vacancy for a masters level MHP. Additionally, these positions are notoriously difficult to fill and we would like to add the incentive of a sign on bonus. These are already budgeted.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** BH/ASO, MCO contracts
- **AMOUNT BUDGETED:** \$ One FTE
- **AMOUNT NEEDED FOR PROJECT:** \$

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☒ N/A Comments:REVIEWED BY HUMAN RESOURCES? ☒YES ☐NO ☐N/AREVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☒ N/A

B2M	HR initials
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js **Jill initials**

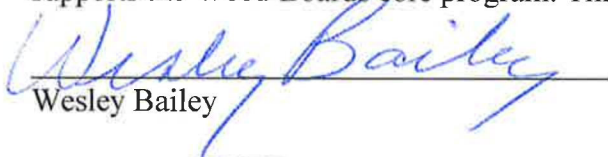
**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Request to sign WSDA Agreement & Resolution **SUBMITTED BY:** Weed Board
AGENDA: April 22, 2024

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: ____ Commissioner Chair (initials) ____ Commissioner (initials) ____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: WSDA Agreement WSDA Agreement Resolution R-2024-	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST: To DocuSign sign agreement with the Washington State Department of Agriculture to fund survey, management and prevention of class A and B-designate noxious weeds.

DISCUSSION: funding will be used to cover salaries, travel, and supplies. This additional funding directly supports the Weed Boards core program. This has been reviewed by Weed Board, Chair, Wesley Bailey.


Wesley Bailey


Date

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** WSDA
- **AMOUNT BUDGETED:** \$ 5000
- **AMOUNT NEEDED FOR PROJECT:** \$ 5000

REVIEWED BY PROSECUTOR? ☒ **YES** ☐ **NO** ☐ **N/A** **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ **YES** ☐ **NO** ☒ **N/A**

REVIEWED BY FINANCIAL MANAGER? ☒ **YES** ☐ **NO** ☐ **N/A**

Revised 12.27.2023

 **HR initials**
Jill initials

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

IN THE MATTER OF EXECUTING AN INTERAGENCY AGREEMENT BETWEEN PEND OREILLE COUNTY AND THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action, and

WHEREAS, Pend Oreille County and the Washington State Department of Agriculture (WSDA) are public agencies within the meaning of Chapter 39.34 RCW;], and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business;], and

WHEREAS, the Board feels that the best interest of the public will be served by entering said agreement with WSDA.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Interagency Agreement between Pend Oreille County and the Washington State Department of Agriculture for noxious weed survey and management, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Agreement between the County and WSDA is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
PEND OREILLE COUNTY
AND ITS AGENT
PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, funding for a project to survey for and control Class A and Class B designated noxious weeds within Pend Oreille County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Pend Oreille County through its agent, Pend Oreille County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on April 15, 2024, and end on November 1, 2024, unless terminated sooner or extended by WSDA as provided herein through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$5,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Pend Oreille County Survey and Control of Class A and Class B Designate Noxious Weed Project, will be reimbursed to Pend Oreille County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Pend Oreille County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. **Reference WSDA Contract Number K5367 on all invoices.** Payment to Pend Oreille County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the

Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables. Or,
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances, and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Pend Oreille County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Pend Oreille County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Pend Oreille County or its agent, Pend Oreille County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and conditions contained within this Contract;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B);
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Pend Oreille County and its agent, Pend Oreille County Noxious Weed Control Board, to WSDA for any breach in the performance of Pend Oreille County and its agent Pend Oreille County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is:

Wendy DesCamp,
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 790-0172
wdescamp@agr.wa.gov

The Agreement administrator for Pend Oreille County is:

Loretta Nichols, Coordinator
Pend Oreille County Noxious Weed
Control Board
P.O. Box 5085
Newport, WA 99156
(509) 447-6908
LNichols@pendoreille.org

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

PEND OREILLE COUNTY

(Signature) (Date)

(Signature) (Date)

(Print Name)

(Print Name)

(Title)

(Title)

ATTACHMENT A
Plan of Work
Pend Oreille County
and its agent Pend Oreille County Noxious Weed Control Board
Pend Oreille County Class A and Class B Designate Survey and Control Project
April 15, 2024, to November 1, 2024

County Control Criteria:

Pend Oreille County through its agent, Pend Oreille County Noxious Weed Control Board, will conduct a project to survey and control Class A and Class B designate noxious weeds in Pend Oreille County.

Minimum work specifications:

Pend Oreille County staff and/or subcontractors will use an integrated weed management approach, in conjunction with the best management practices for the control of high priority noxious weeds. All control methods will be employed consistent with the laws, rules and regulations of Washington State, Pend Oreille County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Pend Oreille County, or subcontractors to Pend Oreille County, must enter into a contract with WSDA under which Pend Oreille County, or subcontractors to Pend Oreille County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The Pend Oreille County Survey and Control of Class A and Class B Designate Noxious Weeds Project Coordinator will work closely with the WSDA Noxious Weed Coordinator. Work will only take place on property for which the Pend Oreille County Noxious Weed Control Board has obtained prior written permission for entry and treatment. Pend Oreille County Noxious Weed Control Board will also provide access to these properties for the WSDA Noxious Weed Coordinator.

Program Needs Provided by WSDA:

WSDA may furnish herbicide, surfactants, and equipment as the WSDA Noxious Weed Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the Pend Oreille County Survey and Control of Class A and Class B Designate Noxious Weeds Project Coordinator will primarily go towards salaries, wages and benefits, supplies, and travel. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Pend Oreille County Survey and Control of Class A and Class B Designate Noxious Weeds Project will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator or program manager will submit a written report to the WSDA agreement administrator, documenting the work conducted on these projects, as follows:

A final report due November 15, 2024, which will include the following:

- Date(s) of survey and control activities,
- The type of control conducted,
- Difficulties encountered (if any),
- Solid acres (or square feet) of each species treated,
- Number of acres and/or miles surveyed (if any),
- GPS derived locations of any noxious weed locations,
- Number and type of landowners assisted (if any),
- Photo documentation of selected sites, including before and after treatment photos.

Final payment under this Agreement will not be made until the final report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

ATTACHMENT B
Budget
Pend Oreille County
and its agent Pend Oreille County Noxious Weed Control Board
Class A and Class B Designate Survey and Control Project
April 15, 2024, to November 1, 2024

Total payment to Pend Oreille County and its agent Pend Oreille County Noxious Weed Control Board will not exceed \$5,000.00 in the period April 15, 2024, through November 1, 2024.

1. Salaries, wages and benefits.....	\$3,500.00
2. Supplies and equipment.....	\$100.00
3. Travel	\$1,150.00
4. Indirect	\$250.00
TOTAL:	\$5,000.00

If the total cost of a budget category varies by more than 10% from what is listed above, written approval via email with the WSDA Agreement Administrator is required.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

Pend Oreille County Board of County Commissioners Meeting

April 23, 2024 (Tuesday)

Time 9:15 AM to 10:30 AM

Public Works Hearing Items:

Public Works Action Items:

Head Sheet Advertise and Hire one ERR Mechanic

Head Sheet, Resolution, Contract for 2024 Maint. Gravel

Public Works Discussion Items:

MDNS for Turtle Bay Dredging

Engineering and Construction:

Request to update WSDOT Certification Acceptance Agreement

Crab Reporting

Mill Creek

Maintenance:

Grading Request for Veit Rd.

Brush Cutter Training

Concrete Pad Installation ER&R to add pallet racks

Ditching

Spray Truck

Park filling a hole

ER&R:

Buildings and Grounds:

Solid Waste:

Personnel:

Risk Management:

Park and Recreation:

General Discussion Topics

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBJECT: Request to Advertise and Hire a Permanent ER&R Mechanic
SUBMITTED BY: Brian Egland
AGENDA: 4/23/2024 PW Update

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
_____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials)		
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Public Works' request to advertise internally for 5 days, then externally, if necessary, to hire one permanent ER&R Mechanic at Step 1-2 DOE.

DISCUSSION: This will replace a mechanic whose last day is May 8, 2024.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** ER&R
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☒ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☒YES ☐NO ☐N/AREVIEWED BY FINANCIAL MANAGER? ☒ YES ☐ NO ☐ N/A

<u>BLM</u>	HR initials
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Jill initials

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: Resolution for Signature-2024 Maintenance Gravel (5 Resolutions)

SUBMITTED BY: Mike Kirkwood

AGENDA: 4/23/2024 PW Update

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:	Resolutions & Signed Agreements:	<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)	-Peak Sand & Gravel	<input checked="" type="checkbox"/> Resolution
_____ Commissioner (initials)	-Newport Equipment Enterprises	<input type="checkbox"/> Agreement
_____ Commissioner (initials)	-Riverside Concrete	<input type="checkbox"/> Motion
	-WM Winkler	<input type="checkbox"/> Consensus
	-Versatile	<input type="checkbox"/> Other
FINAL ACTION TAKEN:	R-2024-	
<input type="checkbox"/> Approved	R-2024-	
<input type="checkbox"/> Denied	R-2024-	
<input type="checkbox"/> No Action	R-2024-	
Commissioners' Minutes	R-2024-	
Reference: _____		

RECOMMENDATION OR REQUEST:

- 1) Approve the Resolution for the 2024 Maintenance Gravel purchase with Peak Sand & Gravel for the amount of \$11.75 per ton for WSDOT Specification Top Course from their Priest River, ID plant and \$11.75 per ton for IDT Specification 3/4" "B" from their Priest River, ID plant.
- 2) Approve the Resolution for the 2024 Maintenance Gravel purchase with Newport Equipment Enterprises for the amount of \$15.00 per ton for WSDOT Specification Top Course from their Diamond Lake, WA plant.
- 3) Approve the Resolution for the 2024 Maintenance Gravel purchase with Riverside Concrete, Inc. for the amount of \$13.75 per ton for WSDOT Specification Top Course from their Chattaroy, WA plant and for the amount of \$16.75 per ton for WSDOT Specification Top Course from their Elk, WA plant
- 4) Approve the Resolution for the 2024 Maintenance Gravel purchase with WM Winkler Company for the amount of \$11.00 per ton for WSDOT Specification Top Course from their Usk, WA plant.
- 5) Approve the Resolution for the 2024 Maintenance Gravel purchase with Versatile Industries, Inc for the amount of \$14.00 per ton for WSDOT Specification Top Course from their Metaline Falls, WA plant.

DISCUSSION: Purchases will be based from project locations & hauling distances.

ALTERNATIVES:

FISCAL IMPACT: \$

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☐YES ☐NO ☐N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐YES ☐NO ☐N/A _____ **HR initials**

REVIEWED BY FINANCIAL MANAGER? ☐YES ☐NO ☐N/A _____ **Jill initials**

Revised 12.27.2023

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION REGARDING APPROVAL OF THE PURCHASE AGREEMENT FOR 2024
MAINTENANCE GRAVEL-PEAK SAND & GRAVEL**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business; and

WHEREAS, the Public Works Department solicited sealed bids for the 2024 Maintenance Gravel purchase, which was an approved line item for the Road Department’s 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the Contract to Peak Sand & Gravel; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Maintenance Gravel purchase with Peak Sand & Gravel; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contract with Peak Sand & Gravel.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for the 2024 Maintenance Gravel purchase with Peak Sand & Gravel, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for the 2024 Maintenance Gravel purchase with Peak Sand & Gravel is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



2024 MAINTENANCE GRAVEL

THIS PURCHASE AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Peak Sand & Gravel, (hereafter "Vendor"). County and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. **SCOPE OF WORK.** The Vendor agrees to supply materials, equipment and do all work described in the fourteen-page bid package titled "2024 Maintenance Gravel" for the County (dated March 1, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Vendor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Vendor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. **AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.
- III. **VENDOR'S REQUIRED ITEMS.** The Vendor shall provide the following required items:
 - a. Current W9

IV. County agrees to pay Vendor pursuant to the terms herein as shown on Vendor's Bid prices restated below:

ITEM & LOCATION	UNIT	PRICE
WSDOT SPECIFICATION TOP COURSE, PRIEST RIVER, ID PLANT	Ton	\$11.75
IDT ¾" "B" SPECIFICATION TOP COURSE, PRIEST RIVER, ID PLANT	Ton	\$11.75

IN WITNESS WHEREOF, The said Vendor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

VENDOR

Michael Peak
Authorized Agent (Print Name)


Signature

601-697-840
UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION REGARDING APPROVAL OF THE PURCHASE AGREEMENT FOR 2024
MAINTENANCE GRAVEL- NEWPORT EQUIPMENT ENTERPRISES**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business; and

WHEREAS, the Public Works Department solicited sealed bids for the 2024 Maintenance Gravel purchase, which was an approved line item for the Road Department’s 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the Contract to Newport Equipment Enterprises; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Maintenance Gravel purchase with Newport Equipment Enterprises; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contract with Newport Equipment Enterprises.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for the 2024 Maintenance Gravel purchase with Newport Equipment Enterprises, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for the 2024 Maintenance Gravel purchase with Newport Equipment Enterprises is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



2024 MAINTENANCE GRAVEL

THIS PURCHASE AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Newport Equipment Enterprises, (hereafter "Vendor"). County and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. SCOPE OF WORK.** The Vendor agrees to supply materials, equipment and do all work described in the fourteen-page bid package titled "2024 Maintenance Gravel" for the County (dated March 1, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Vendor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Vendor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.
- III. VENDOR'S REQUIRED ITEMS.** The Vendor shall provide the following required items:
 - a. Current W9

IV. County agrees to pay Vendor pursuant to the terms herein as shown on Vendor's Bid prices restated below:

ITEM & LOCATION	UNIT	PRICE
WSDOT SPECIFICATION TOP COURSE, DIAMOND LAKE PLANT	Ton	\$15.00

IN WITNESS WHEREOF, The said Vendor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

VENDOR

NEWPORT EQUIPMENT, BY

GARY B. CHANDRY

Authorized Agent (Print Name)

Gary B. Chandry

Signature

604 926 855

UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION REGARDING APPROVAL OF THE PURCHASE AGREEMENT FOR 2024
MAINTENANCE GRAVEL- RIVERSIDE CONCRETE**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business; and

WHEREAS, the Public Works Department solicited sealed bids for the 2024 Maintenance Gravel purchase, which was an approved line item for the Road Department’s 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the Contract to Riverside Concrete; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Maintenance Gravel purchase with Riverside Concrete; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contract with Riverside Concrete.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for the 2024 Maintenance Gravel purchase with Riverside Concrete, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for the 2024 Maintenance Gravel purchase with Riverside Concrete is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



2024 MAINTENANCE GRAVEL

THIS PURCHASE AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Riverside Concrete, Inc dba Bode's Sand & Gravel, (hereafter "Vendor"). County and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. SCOPE OF WORK.** The Vendor agrees to supply materials, equipment and do all work described in the fourteen-page bid package titled "2024 Maintenance Gravel" for the County (dated March 1, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Vendor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Vendor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.
- III. VENDOR'S REQUIRED ITEMS.** The Vendor shall provide the following required items:
 - a. Current W9

IV. County agrees to pay Vendor pursuant to the terms herein as shown on Vendor's Bid prices restated below:

ITEM & LOCATION	UNIT	PRICE
WSDOT SPECIFICATION TOP COURSE-CHATTAROY, WA PLANT	Ton	\$13.75
WSDOT SPECIFICATION TOP COURSE-ELK, WA PLANT	Ton	\$16.75

IN WITNESS WHEREOF, The said Vendor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

VENDOR

Brian Lucas

Authorized Agent (Print Name)


Signature

601-171-745

UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION REGARDING APPROVAL OF THE PURCHASE AGREEMENT FOR 2024
MAINTENANCE GRAVEL- WM WINKLER**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Public Works Department solicited sealed bids for the 2024 Maintenance Gravel purchase, which was an approved line item for the Road Department's 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the Contract to WM Winkler; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Maintenance Gravel purchase with WM Winkler; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contract with WM Winkler.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for the 2024 Maintenance Gravel purchase with WM Winkler, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for the 2024 Maintenance Gravel purchase with WM Winkler is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



2024 MAINTENANCE GRAVEL

THIS PURCHASE AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and WM Winkler Co., (hereafter "Vendor"). County and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. SCOPE OF WORK.** The Vendor agrees to supply materials, equipment and do all work described in the fourteen-page bid package titled "2024 Maintenance Gravel" for the County (dated March 1, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Vendor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Vendor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.
- III. VENDOR'S REQUIRED ITEMS.** The Vendor shall provide the following required items:
 - a. Current W9

IV. County agrees to pay Vendor pursuant to the terms herein as shown on Vendor's Bid prices restated below:

ITEM & LOCATION	UNIT	PRICE
WSDOT SPECIFICATION TOP COURSE, USK, WA PLANT	Ton	\$11.00

IN WITNESS WHEREOF, The said Vendor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

VENDOR

Brian J. Winkler / President

Authorized Agent (Print Name)


Signature

602 703 784

UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION REGARDING APPROVAL OF THE PURCHASE AGREEMENT FOR 2024
MAINTENANCE GRAVEL-VERSATILE INDUSTRIES, INC.**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business; and

WHEREAS, the Public Works Department solicited sealed bids for the 2024 Maintenance Gravel purchase, which was an approved line item for the Road Department’s 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the Contract to Versatile Industries, Inc; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Maintenance Gravel purchase with Versatile Industries, Inc; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contract with Versatile Industries, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for the 2024 Maintenance Gravel purchase with Versatile Industries, Inc, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for the 2024 Maintenance Gravel purchase with Versatile Industries, Inc is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



2024 MAINTENANCE GRAVEL

THIS PURCHASE AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Versatile Industries, Inc., (hereafter "Vendor"). County and Vendor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. **SCOPE OF WORK.** The Vendor agrees to supply materials, equipment and do all work described in the fourteen-page bid package titled "2024 Maintenance Gravel" for the County (dated March 1, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Vendor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Vendor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. **AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.
- III. **VENDOR'S REQUIRED ITEMS.** The Vendor shall provide the following required items:
 - a. Current W9

IV. County agrees to pay Vendor pursuant to the terms herein as shown on Vendor's Bid prices restated below:

ITEM & LOCATION	UNIT	PRICE
WSDOT SPECIFICATION TOP COURSE, METALINE FALLS, WA PLANT	Ton	\$14.00

IN WITNESS WHEREOF, The said Vendor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

VENDOR

Kory Hedrick
Authorized Agent (Print Name)

[Signature]
Signature

602641059
UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board